



**ADDENDUM NO. 02**  
**SOLICITATION 000000143**

1. See attached Responses to Inquiry Questions offered for informational purposes.
2. Also note the following changes to this solicitation: - Section 7.8 ADDITIONAL EQUIPMENT, Book Copier Device - Change last sentence of this section per the following: Delete "This attachment, though required, is expected to be requested on a very limited basis." Replace with: "This attachment, though desired, is not a mandatory requirement of this solicitation and will not be part of the cost evaluation for making award." - Section 9.0 EQUIPMENT MOVES - Change 2nd paragraph of this section to read as follow: "LSU CM and contracted vendor shall mutually agree if LSU CM will move the copier. If LSU CM will make the move, they will not incur any cost associated with damage from the move.

Solicitation # 100000143  
Multifunction Office Machines – Term Contract  
Responses to Inquiry Questions

**Vendor A**

Q.1. Can LSU waive the “Non-Exclusive” clause?  
If not, why?

**A.1. The University will not waive LSU Term Contract-Special Conditions, section 13 Non-Exclusivity . As stated in the Specifications for Lease of Digital Multifunction Devices for copier Management Program at Louisiana State University, Baton Rouge, LA , section 1.0 Background, if for some reason, a particular department’s needs cannot be satisfied by the contract resulting from this solicitation, we reserve the right to obtain those requirements via other means. Also, as stated in section 10.0, the solicitation is excluding those existing contractual arrangements already in place to meet campus requirements.**

**Our intent is that all departments and campuses, to the extent possible, will obtain their requirements from the resulting contract. This has been our intent during previous years of contracting for this requirement too. See Exhibit A for Historical Information documenting activity.**

Q.2. Does LSU have an estimated % of copies that will be color?

**A.2. Estimated color volume for the 5 year period is 7,995,000 as noted on Appendix A Price Schedule and is the number that will be used for cost evaluation purposes.**

Q.3. How does LSU intend to regulate the use of color?

**A.3. Each department with a color copier will regulate its own use. We are anticipating that use will be need and cost dependent.**

Q.4. Are all Departments on the main campus required to use the contract?

**A.4. Departments considered to be part of the main campus are required to obtain copiers through the contract to the extent the contract meets their needs. Other campus departments are not obligated to use the contract but historically have as noted in footnote (1) to section 7.1 of Specifications (see top of page 4 of the specifications).**

**Vendor B**

Q.5. Page 4, 3.2 – Costs due to Cancellation

Can you please clarify if termination for convenience [at any time by giving thirty day written notice] applies to existing equipment rental and/or lease agreements or to future orders/placements?

**A.5. Section 8 Vendor Non-Performance and section 16 Termination for Non-Appropriation of Funds as sited in the LSU Term Contract-Special Conditions, and section 11.2 Satisfactory Service Indications Including Copying, Network Printing and Scanning Service Calls as sited in the specifications supercede section 23 Contract Cancellation as sited in the Standard Terms and Conditions of this solicitation and will govern in the contract, if any, resulting from this solicitation.**

**If there are individual equipment service issues and the contracting vendor replaces the equipment in default of the service standard and otherwise satisfies the requirements of the contract and service requirements, there will not be a request to terminate the contract.**

Q.6. Page 1, LSU, Special Conditions, Question 5

If equipment pricing remains firm for the contract term, is LSU willing to accept price changes based on cost of fund/financing adjustments only? [Please note that cost of fund/financing adjustments will not affect existing rental/lease placements.]

**A.6. No. We are requesting firm pricing for the full five years inclusive of all costs to bidding vendor.**

**Vendor C**

Q.7. ITB, page 4, Item 23

Other parts of the document outline cancellation for cause. Should this address “for cause” instead of “convenience”?

**A.7. See response to Q.5.**

Q.8. LSU Term Contract, Page 1,

Item 1 Calls for “5 year” term

Item 3 Calls for 36 month contract period with no renewals

**A.8. Term of contract is for five (5) years as noted in 5.0 of the specifications.**

Q.9. Specifications, Page 3, Item 7.1

Level 5        We request that 45ppm B/W and 35ppm Color be acceptable for this level.

**A.9. Our research indicates that multiple manufacturers offer these levels. Specification remains as currently stated in our solicitation.**

Q.10.1. Page 5, Item 7.3

Level 4-7        Most products staple 30 pages of legal and ledger. We request that this be changed

**A.10.1. Our research indicates that multiple manufacturers offer 50 page staple feature stated in our solicitation. Specification remains as currently stated in our solicitation.**

Q.10.2. Level 7        Is Z-Fold a bid requirement? Many products do not offer this specialized folding option. We ask that this spec not be included as "all or none" provision of the ITB.

**A.10.2. Our research indicates multiple manufacturers can provide this feature. Specification remains as currently stated in our solicitation.**

Q.11. Page 7, Item 7.8

Many MFD's are not compatible with aftermarket attachments to accommodate this type of book-copy. Is this spec intended for a separate bid?

**A.11. The Book Copier Device as sited in this section is a desirable item but not required. If quoted, the price will become a part of the contract but will not be part of the cost evaluation for making award.**

**NOTE: The Fax Attachment is a required item but it's cost will also not be a part of the cost evaluation for making award**

Q.12. Page 8, Item 9.0

If a copier is damaged due to moving by someone other than the vendor, wouldn't that damage be considered abuse and be chargeable? Damage could be total in an extreme case.

**A.12. Change second paragraph of this section to read: LSU CM and contracted vendor shall mutually agree if LSU CM will move the copier. If mutually agreed that LSU CM will make the move, LSU CM will not incur any cost associated with damage from the move, if any.**

**Vendor D**

Q.13. Standard Terms and Conditions: Page 4, Item 22, Assignment of Contract/Contract Proceeds

We would like clarification that our bank or leasing institution to be authorized to accept proceeds in regard to this contract.

**A.14. The section referenced allows for payment of proceeds to a bank or leasing institution upon written approval of the University, whose approval will not be unreasonably withheld.**

**If the bank or leasing institution will require consideration of a terms and conditions agreement, those terms must be submitted with your bid. Submittals, if any, shall be in compliance with section 11. Terms and Conditions of the Standard Terms and Conditions of this solicitation.**

Q.15. Standard Terms and Conditions: page 4, Item 23, Contract Cancellation  
We respectfully request that the terminology in the last sentence of Item 23, which has to do with LSU's right to cancel for convenience, be amended in a manner which is mutually acceptable. For example: Non-appropriation terminology could be instituted in place of "for convenience."

**A.15. Section 8 Vendor Non-Performance and section 16 Termination for Non-Appropriation of Funds as sited in the LSU Term Contract-Special Conditions, and section 11.2 Satisfactory Service Indicators Including Copying, Network Printing and Scanning Service Calls as sited in the specifications supercede section 23 Contract Cancellation as sited in the Standard Terms and Conditions of this solicitation and will govern in the contract, if any, resulting from this solicitation.**

Q.16. LSU Term Contract – Special Conditions: Page 1, Item 8, Vendor Non-Performance

The sentence that states "LSU reserves the right at its sole discretion to cancel the contract with a 10 day written notice." Although this is an extreme course of action, we feel that the Vendor does not deserve to have the entire contract canceled potentially due to isolated situations. Typically, the Vendor and manufacturer are going to replace the machine prior to facing cancellation of the contract. Terminology that we find acceptable would be to limit the cancellation to a maximum of 5 to 10 percent of the machine population.

Page5/Response to Inquiries (continued)

**A.16. Section 8 Vendor Non-Performance and section 16 Termination for Non-Appropriation of Funds as sited in the LSU Term Contract-Special Conditions, and section 11.2 Satisfactory Service Indicators Including Copying, Network Printing and Scanning Service Calls as sited in the specifications supercede section 23 Contract Cancellation as sited in the Standard Terms and Conditions of this solicitation and will govern in the contract, if any, resulting from this solicitation.**

**If there are individual equipment service issues and the contracting vendor replaces the equipment in default of the service standard and otherwise satisfies the requirements of the contract and service requirements, there will not be a request to terminate the contract.**

Q.17. Our concerns are probably shared by other vendors who wish to participate in this bid. We respectfully request that an addendum to these items be issued. In doing so, more competitors can be encouraged to participate in the bid which is advantageous to LSU.

**A.17. As stated in Note # 2 of the Special Terms and Conditions, it was always our intent to respond to the inquiries received and provide the inquiries and our written responses to all vendors.**

**Changes resulting from the inquiries were considered, where possible, and are noted herein.**